



Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

Mayor

Maile L. Wilson

Council Members

Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager

Rick Holman

SPECIAL CITY COUNCIL MEETING

JUNE 17, 2015

5:30 P.M.

The Special City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 - Introduce Fire Marshal Mike Shurtz – Chief Phillips
 - Payables
- IV. Public Agenda
 - Public Comments
 - Presentation to the Mayor and City Council from the Honor Group Team
- V. Business Agenda
Public
 1. Consider approval of a resolution for the adoption of the 2015-2016 fiscal year budget, and for an increase to elected officials compensation – Jason Norris
 2. Consider approval of the certified tax rate – Jason Norris
 3. Consider a contract with DCFS for Festival Hall use – Jason Clark
 4. Consider approval of the Exchange of Services Agreement between Cedar City Airport and Schmidt Construction – Jeremy Valgardson

Dated this 15th day of June, 2015.

Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 15th day of June, 2015.

A handwritten signature in cursive script that reads "Renon Savage". The signature is written in dark ink and is positioned above a horizontal line.

Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

**CEDAR CITY COUNCIL
AGENDA ITEM 4**

INFORMATION SHEET

TO: Mayor and City Council
FROM: Ryan Marshall
DATE: 6/12/2015
SUBJECT: Exchange of Services Agreement

DISCUSSION: This Agreement is between the City and Schmidt Construction for an exchange of services at the Cedar City Regional Airport. The Agreement was tabled until a review of the feasibility to reclaim the land for future development. Staff is proposing that we remove all references to reclaiming the land for development. That has been done and all other stipulations in the contract remain the same.

**REQUEST
FOR
PROPOSALS**

**CEDAR CITY CORPORATION
EXCHANGE OF SERVICES
PROJECT**

May, 2015

Prepared By
Cedar City
Public Works

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REQUEST FOR PROPOSALS

Cedar City Corporation is requesting proposals for an exchange of services with a single Contractor for work at the Cedar City Regional Airport.

The Airport has a need for excavated material to fill in certain areas of the Airport. We are proposing an exchange of services to allow a Contractor to dispose of excavated materials at locations on the Airport specified by the Airport Manager at no cost to Contractor. Services to be exchanged and provided by Contractor could include such projects as installation of concrete irrigation piping in an irrigation canal; installation of a catch basin; clearing brush from various locations on the Airport at no cost to City.

Proposals will be evaluated on possible criteria such as:

- Capability of Contractor to accomplish the work
- Knowledge of the Airport site
- Work history with City
- Contractor's time frame to complete the work

If you are interested in submitting a proposal, information on the Request for Proposals will be available May 4, 2015 and can be obtained from Kathy Dahl, Executive Secretary, Cedar City Public Works Department, 716 North Airport Road, Cedar City, Utah 84721, 435-586-2912. The deadline for submitting a proposal will be 12:00 NOON on May 11, 2015.

Cedar City Corporation reserves the right to accept or reject any and all proposals.

Dated this 30th day of April, 2015.

Ryan Marshall,
Public Works Director
Cedar City Corporation

DESCRIPTION OF SERVICES

Cedar City Corporation is requesting proposals for an exchange of services with a single Contractor for work at the Cedar City Regional Airport that could include the following:

SCOPE OF SERVICES

Services Provided by Contractor at no cost to City:

- Installation of approximately 1,000 feet of 32.5 inch (ID) concrete irrigation pipe per Cedar City Engineering Standards in the Guymon Ditch. City has approximately 600 feet of 32.5 inch (ID) concrete pipe stockpiled. Contractor will need to supply approximately 400 feet of 32.5 inch (ID) concrete pipe including the gaskets and any other materials and equipment necessary for the installation and completion of the irrigation piping of the Guymon Ditch irrigation project according to Cedar City Engineering Standards.
- Installation of a catch basin between the existing concrete pipe and the concrete pipe to be installed, which basin will be supplied by Contractor, also in the Guymon Ditch irrigation project, and installed according to Cedar City Engineering Standards.
- Clear approximately 250 acres of brush at various locations on the airport as specified by the Airport Manager. Brush shall be buried on site by Contractor.
- Other services as may be agreed upon by City and Contractor.

Services Provided by City at no cost to Contractor:

- Contractor will be allowed to dispose of approximately 24,000 c.y. of clean fill material consisting of dirt, rocks, concrete at various locations on the airport as specified by the Airport Manager. Contractor will compact and level all areas where fill materials are deposited as they are put in place.

Inspection of all projects will be performed by Airport Manager and staff.

BIDDER EVALUATION CRITERIA

Bidder shall furnish to City in their proposal information pertaining to:

- Their ability to accomplish the work, including necessary equipment, employees, knowledge of Cedar City Engineering Standards pertaining to pipeline and catch basin installation, brush removal, trenching, compaction, etc.
- Previous work performed for City, including type of projects, location of projects, etc.
- Any knowledge of the Cedar City Regional Airport site and regulations pertaining thereto.
- Time frame wherein the Bidder could accomplish the work required
- Other relevant information Bidder may feel would be pertinent to disclose that would aid City in evaluating Bidder's proposal.

Proposals can be mailed, or dropped off at Cedar City Public Works, 716 North Airport Road, Cedar City, Utah 84721, and should be labeled "Proposal for Exchange of Services." Proposals can also be e-mailed to: dkathy@cedarcity.org. The deadline for the receipt of all proposals is 12:00 NOON on May 11, 2015.

Cedar City Corporation reserves the right to accept or reject any or all proposals.

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EXCHANGE OF SERVICES AGREEMENT

WHEREAS, City owns and operates the Cedar City Regional Airport and said Airport has need of excavated material to fill in certain areas of the Airport, as well as several other possible projects that may include the completion of irrigation piping, including a catch basin, in the irrigation canal known as the Guymon Ditch, the clearing of brush from a certain amount of acreage at the Airport, and any other projects identified by the Airport Manager; and,

WHEREAS, Contractor has the need to dispose of a certain number of cubic yards of fill material containing, dirt, rocks, and concrete amassed during Contractor's construction work; and,

WHEREAS, it would be mutually advantageous to both City and Contractor to enter into a non-monetary exchange of services agreement;

NOW, THEREFORE, this Agreement is made and entered into this ____ day of _____, 2015, by and between Cedar City, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as City, and Schmidt Construction, a Utah Corporation, hereinafter referred to as Contractor.

1. SCOPE OF SERVICES/WORK:

A. Services Provided by City:

Contractor will be allowed to dispose of approximately 210,000 c.y. of clean fill material consisting of dirt, rocks, concrete at various locations on the airport as specified by the Airport Manager. Contractor will level all areas where fill materials are deposited as they are put in place. Disposal will be at no cost to Contractor.

B. Services Provided by Contractor May Include:

1. Installation of approximately 1,000 feet concrete irrigation pipe, including 2 catch basins if needed, per Cedar City Engineering Standards in the Guymon Ditch.

2. Clearing approximately 250 acres of brush at various locations on the airport as specified by the Airport Manager. Cleared brush will be buried on site by Contractor.

3. Other services as may be agreed upon by Airport Manager and Contractor.

Total value of work carried out by Contractor for the term of this Agreement will be \$50,000, tracked on an hourly basis as shown below. Contractor will supply information on hours for equipment and labor expended on each project on a

weekly basis during the time Contractor is on the job. All hours supplied by Contractor will be approved by Airport Manager. Any work to be completed over and above \$50,000 will be evaluated at that time. The labor and material costs as well as completion dates for each project will be agreed upon between Airport Manager and Contractor prior to the start of that particular project. Inability to come to an agreement on project may result in the termination of this Agreement.

Hourly Rates:			
Grader	\$150.00	Dozer	\$150.00
Loader	\$150.00	Water Truck	\$100.00
Rock Truck	\$200.00	Trackhoe 300+	\$150.00
Dump Truck	\$ 90.00	Laborer	\$ 60.00

2. INSURANCE/BUSINESS LICENSE:

Contractor shall have a current business license to perform work in the State of Utah. Contractor shall carry Worker's Compensation and General Liability Insurance as indicated below. Contractor shall furnish City with certificates showing this coverage. All certificates shall list the City, its elected officials, appointed officials, employees and agents as "additional insured." Contractor shall provide City the necessary insurance documents before work begins.

A. Worker's Compensation

- | | |
|--------------------------------------|-----------|
| 1. State | Statutory |
| 2. Applicable Federal (e.g. USL & H) | Statutory |
| 3. Employer's Liability: | |

Bodily Injury by Accident: \$2,000,000 Each Accident

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

1. As per Utah Administrative Code R37-4-3(8) \$648,700 for one person in an occurrence, \$2,221,700 aggregate for two or more persons in an occurrence, and \$259,500 for property damage for any one occurrence as explained in R37-4-2(2).

3. ORDINANCES:

All work shall be done in accordance with existing ordinances of County, Local, State and National Regulations governing the work, including, but not limited to, the Cedar City Engineering Standards.

4. FEES
This Agreement is for an exchange of services between City and Contractor. No monetary compensation shall be paid to Contractor for the work performed, and Contractor will not be charged tipping fees, etc., for disposal of fill material as specified in the Scope of Services.
5. HOLD HARMLESS:
Insofar as the Contractor may legally do so, Contractor shall hold harmless and indemnify City, its elected and appointed officials, its employees, agents and assigned from any damage occurring during work performed by Contractor, its agents or employees in connection with the work performed under this Agreement, or resulting through the negligence of Contractor, its agents or employees.
6. TERM OF CONTRACT:
The services covered under this Agreement shall be for a period of five (5) years from the date first written above with an option to renew for an additional three (3) five-year (5) periods , or until City and Contractor agree the proposed disposal sites are filled and all equivalent airport projects are completed.
7. SAFETY AND SECURITY:
The Contractor shall comply in all respects with the Utah Occupational Safety and Health Act, Utah Code Annotated, §34-A-6-1 et seq., and the rules, regulations and standards promulgated thereunder by the Utah State Industrial Commission, as such act, rules, regulations or standards now exist or as amended.
8. E-VERIFY:
The Contractor shall document and verify the citizenship or immigration status of each employee. The Contractor shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors at any level, the Contractor shall require each subcontractor at any level, to use an electronic verification system as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the Contractor, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.
9. TERMINATION
This Agreement may be terminated by either party with sixty (60) days written notice.
10. This Agreement is exclusive to the parties hereinabove named.

11. INTERPRETATION AND DISPUTES:

This Agreement is to be interpreted and controlled by the laws of the State of Utah. All disputes that the parties are unable to resolve through means other than litigation shall be only subject to the Jurisdiction of the District Courts of the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah.

12. This is an integrated Agreement. No prior written or oral negotiations or representations not contained herein shall bind the parties.

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CITY'S SIGNATURE PAGE

CEDAR CITY CORPORATION

Maile L. Wilson, Mayor

(SEAL)

ATTEST:

Renon Savage, City Recorder

CONTRACTOR'S SIGNATURE PAGE

Contractor

BY: _____
Signature

Name: _____
Print

Title: _____
Print

Address: _____

Provider: Phone#: Fax#:		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
		COMPANIES AFFORDING COVERAGE			
Insured:		Company Letter A			
		Company Letter B			
		Company Letter C			
		Company Letter D			
		Company Letter E			
Coverage This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, conclusions and conditions of such policies. Limits shown may have been reduced by paid claims.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability <input type="checkbox"/> Commercial general liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occur <input type="checkbox"/> Owners & cont.'s prot. <input type="checkbox"/>				General Aggregate	\$
				Products - comp.op.agg.	\$
				Personal & Adv. injury	\$
				Each Occurrence	\$
				Fire Damage (any one fire)	\$
				Med. Ext. (any one person)	\$
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
				Bodily Injury (per person)	\$
				Bodily Injury (Per accident)	\$
				Property Damage	\$
Ecess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than umbr. Form				Each Occurrence	\$
				Aggregate	\$
Worker's Compensation and Employer's Liability				Statutory Limits	
				Each Accident	\$
				Disease-Policy Limit	\$
				Disease-Each Employee	\$
Description of operations/locations/vehicles/special items					
Certificate Holder Cedar City, its elected officials, appointed officials, employees, Agents and volunteers as additional insured on policy.			CANCELLATION Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named to the left.		

